

Term Contract No. 340A

| STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION | | |
|---|--|---------------------------|
| DIVISION OF PURCHASE AND CONTRACT | | |
| 116 West Jones Street, Raleigh, NC 27603-8002 | | |
| Term Contract | 340A | Fire Extinguishers |
| Effective Dates | December 2, 2010 through October 31, 2013 | |
| Bid Number | 201001304 | |
| Administrator | Cathy Griner | |
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| Last Updated | February 1, 2012 | |

1. General Information

The scope of this contract is intended to cover the State's normal requirements for Fire Extinguishers for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT:

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

2. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

3. Abnormal Quantities

Any agency requirement that exceeds \$10,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

4. Minimum Orders

The minimum order, qualifying for prepaid transportation, is \$25.00 for any single order. Users are not required to use this contract for orders less than the minimum order; however, the user may elect to use this contract for orders less than the minimum order, if the contractor elects to accept such order. In such cases, the order will be shipped prepaid, with transportation charges added to the invoice as a separate item.

5. Ordering Information

Contractors are required, upon request of any user, to provide the user with catalogs and descriptive literature and a listing of authorized dealers complete with toll free phone and FAX numbers. This information is to be provided to the ordering agency within 5 business days of the request. Such information shall be provided at no charge to the user.

The contractor(s) shall furnish price lists, catalogs, and descriptive literature to any using agency upon request of the agency at no additional charge.

6. Delivery

The contractor(s) will complete delivery within 14 consecutive calendars days after receipt of purchase order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

7. Transportation Charges

All goods shall be delivered FOB DESTINATION for all orders equal to, or greater, than the minimum order, when shipped to a single destination. Orders for less than the minimum order will be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges levied by the contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination which is equal to, or greater than, the minimum order, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges.

8. Contract Changes

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

9. Substitutions

Substitutions are not permitted without prior written approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

10. Product Recall

Bidder expressly assumes full responsibility for prompt notification of any product recall in accordance with the applicable state and/or federal regulations.

11. Warranty

Bidder guarantees items offered will be new, free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the State for the warranty period defined for each item listed herein. Such replacement shall include parts, freight, labor, and round-trip travel to the user's site, which will all be the responsibility of the contractor. In addition, any specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract.

12. General Specifications

Only new and current standard production equipment will be accepted. The State will not consider any prototype, reconditioned, demonstration, refurbished or re-manufactured equipment. All fire extinguishers are to be in accordance with all applicable requirements of the current National Fire Protection Association Standard #10 and Underwriters Laboratories, Inc., and DOT specifications. All extinguishers offered must comply with all requirements as listed by Underwriter's Laboratory and carry Underwriter's Laboratories Label of approval and show UL classification as to fire extinguishing potential, expressed by the proper letter and number where applicable. Evidence of compliance with this requirement should be submitted with this bid. All units shall be fully charged and have the ability to be recharged. All extinguishers using un-liquefied gas, such as compressed air or nitrogen, as the stored pressure expellant must be equipped with a dial type pressure gauge or the proper built in visible pressure indicator. Cartridge – pressure type extinguishers shall be designed and constructed to facilitate removing the cartridge and checking it for proper weight.

Fire Extinguisher Rating: The classification of fire extinguishers consists of a letter which indicates the class of fire on which an extinguisher has been found to be effective, preceded by a rating numeral which indicates the relative extinguishing effectiveness based on comparative fire tests:

- **Class A** – Fires of ordinary combustible material – wood, cloth, paper, rubber, rubbish and many plastics.
- **Class B** – Fires in flammable liquids, oils, greases, tars, oil base paints, lacquers and flammable gases.
- **Class C** – Fires that involve appliances, tools, or other equipment that is electrically energized or plugged in.
- **Class K** – Fires that involve combustible cooking media such as oils and grease commonly found in commercial kitchens.

Types of Fire Extinguishers:

- **Multi-purpose dry chemical** – Extinguisher fights all three (3) classes of fires (A, B, C). Clean residue immediately after using so sprayed material will not be affected.
- **Carbon Dioxide** – Extinguisher fights B and C classes of fires. Most common applications are indoor use in laboratories, electrical switching rooms and aviation and automotive equipment.
- **Wet Chemical Class K** – Extinguisher fights K class of fires. For use on fires that involve combustible cooking vegetable or animal fats in commercial cooking equipment.
- **Halotron** – Extinguishers fights all three (3) classes of fires (A, B, C). For use in computer rooms, data storage , and telecommunications facilities.

School Buses and Vehicles: Class ABC Extinguisher is recommended.

13. GROUP 1 - Class ABC Extinguishers

Meets all applicable requirements of the current NFPA Standard #10

UL Listed, USCG Approved, Meets DOT Requirements

Corrosion Resistant Paint Finish – Red

12 Year Hydrostatic Test Interval

6 Year Product Warranty

Includes Hanger Hook and Brackets

Welded Steel Cylinder

Aluminum Valves

Aluminum Handles and Levers

Operating Pressure: 195 PSI

Temperature Range: -40 Degrees F to 120 Degrees F

| Agent Flow Rate (Lbs/Second): | Discharge Time (Seconds): | Discharge Range (Feet): |
|-------------------------------|---------------------------|-------------------------|
| 2.5 Lb.: .25 | 2.5 Lb.: 10 | 2.5 Lb.: 9 to 15 |
| 5 Lb.: .36 | 5 Lb.: 14 | 5 Lb.: 12 to 18 |
| 10 Lb.: .50 | 10 Lb.: 20 | 10 Lb.: 15 to 21 |
| 20 Lb.: .67 | 20 Lb.: 30 | 20 Lb.: 15 to 21 |

13. A. PRICING: GROUP 1 – Class ABC Extinguisher

AWARDED CONTRACTOR: METRO FIRE & SAFETY

| Item # | Product Description | Each Price |
|--------|---|------------|
| 1 | Class ABC Fire Extinguisher - 2.5 Lb. Capacity UL Fire Rating: 1A:10B:C Mfg: Amerex Model # B417T | \$21.00 |
| 2 | Class ABC Fire Extinguisher - 5 Lb. Capacity UL Fire Rating: 3A:40BC:C Mfg: Amerex Model # B402 | \$28.00 |
| 3 | Class ABC Fire Extinguisher - 10 Lb. Capacity UL Fire Rating: 4A: 60B:C Mfg: Amerex Model # B456 | \$42.00 |
| 4 | Class ABC Fire Extinguisher - 20 Lb. Capacity UL Fire Rating: 20A:120B:C Mfg: Amerex Model # A411 | \$80.00 |

14. GROUP 2 – Class BC Fire Extinguishers

Meets all applicable requirements of the current NFPA Standard #10

UL Listed, USCG Approved, Meets DOT Requirements

Corrosion Resistant Paint Finish – Red

5 Year Hydrostatic Test Interval

6 Year Product Warranty

Includes Hanger Hook and Brackets

Aluminum Cylinder

Plated Brass Valves

Aluminum Handles and Levers

Operating Pressure: 1800 PSI

Temperature Range: -40 Degrees F to 120 Degrees F

Discharge Time (Seconds): Discharge Range (Feet):

5 Lb.: 10 5 Lb.: 3 to 8

10 Lb.: 10 10 Lb.: 3 to 8

15 Lb.: 12.5 15 Lb.: 3 to 8

20 Lb.: 19 20 Lb.: 3 to 8

14. A. PRICING: GROUP 2 – Class BC Extinguisher

AWARDED CONTRACTOR: METRO FIRE & SAFETY

| Item # | Product Description | Each Price |
|--------|---|------------|
| 5 | Class BC Fire Extinguisher - 5 Lb. Capacity UL Fire Rating: 5B:C Mfg: Amerex Model # 322 | \$85.00 |
| 6 | Class BC Fire Extinguisher - 10 Lb. Capacity UL Fire Rating: 10B:C Mfg: Amerex Model # 330 | \$118.00 |
| 7 | Class BC Fire Extinguisher - 15 Lb. Capacity UL Fire Rating: 10B:C Mfg: Amerex Model # 331 | \$135.00 |
| 8 | Class BC Fire Extinguisher - 20 Lb. Capacity UL Fire Rating: 10B:C Mfg: Amerex Model #: 332 | \$152.00 |

15. GROUP 3 – Class K Fire Extinguishers

Meets all applicable requirements of the current NFPA Standard #10

UL Listed, Meets DOT Requirements

5 Year Hydrostatic Test Interval

6 Year Product Warranty

Includes Hanger Hook and Brackets

Stainless Steel Cylinder and Base

Plated Brass Valves

Stainless Steel Handles and Levers

Operating Pressure: 100 PSI

Temperature Range: 40 Degrees F to 120 Degrees F

| Discharge Time (Seconds): | Discharge Range (Feet): |
|---------------------------|-------------------------|
| 1.5 Gallon: 55 to 60 | 1.5 Gallon: 8 to 12 |
| 2.5 Gallon: 75 to 80 | 2.5 Gallon: 8 to 12 |

15. A. PRICING: GROUP 3 – Class K Extinguisher

Contract cancelled for this item. Please use your agency's normal purchasing procedures to purchase this item.

16. GROUP 4 - Halotron – 1 Fire Extinguishers

Meets all applicable requirements of the current NFPA Standard #10

UL Listed, USCG Approved, Meets DOT Requirements

Corrosion Resistant Paint Finish – Red

12 Year Hydrostatic Test Interval

2 Year Product Warranty

Includes Hanger Hook and Brackets

Welded Steel Cylinder

Plated Brass Valves

Stainless Steel Handles and Levers

Temperature Range: -40 Degrees F to 120 Degrees F

| Agent Flow Rate (Lbs/Second): | Discharge Time (Seconds): | Discharge Range (Feet): |
|-------------------------------|---------------------------|-------------------------|
| 2.5 Lb.: .28 | 2.5 Lb.: 9 | 2.5 Lb.: 6 to 10 |
| 5 Lb.: .63 | 5 Lb.: 9 | 5 Lb.: 9 to 15 |
| 11 Lb.: 1.25 | 11 Lb.: 11 | 11 Lb.: 9 to 15 |
| 15.5 Lb.: 1.20 | 15.5 Lb.: 14 | 15.5 Lb.: 12 to 18 |

16. A. PRICING: GROUP 4 – Halotron – 1 Extinguisher

Contract cancelled for this item. Please use your agency's normal purchasing procedures to purchase this item.

17. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

| Contractor Name | Address | Contact, Phone, Fax |
|---|---------------------------------------|---|
| Metro Fire & Safety, Inc. (Awarded Groups 1 & 2) | 130 Wolfpack Lane Durham, NC 27704 | Charles Sanford 800-331-3265 (Toll Free) 919-220-3265 (Phone) 919-220-8314 (Fax) |

18. Vendor Complaint

The Vendor Complaint Form can be found at the following web address:

<http://www.ncpandc.gov/Documents/vendcom.doc>

19. Contract Addenda

| Addendum | Issue Date | Effective Date | Description |
|----------|------------------|------------------|--|
| 1 | February 1, 2012 | February 1, 2012 | Contract Cancelled with Commercial Services for Groups 3 & 4 |
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